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| Resolution No.: | <u>16-1327</u> |
| Introduced: | <u>May 4, 2010</u> |
| Adopted: | <u>May 4, 2010</u> |

**COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND**

By: Management and Fiscal Policy Committee

SUBJECT: Collective Bargaining Agreement with Career Fire Fighters Association

Background

1. Section 510A of the County Charter authorizes the County Council to provide by law for collective bargaining with binding arbitration with authorized representatives of County career fire fighters.
2. Chapter 33, Article X of the County Code implements Section 510A of the Charter and provides for collective bargaining by the County Executive with the certified representatives of the County's fire fighters and for review of the resulting contract by the Council.
3. The Executive and Local 1664, International Association of Fire Fighters, entered into a 3-year agreement for the period beginning July 1, 2008 and ending on June 30, 2011. The Memorandum of Agreement is attached to this Resolution.
4. The Executive has submitted to the Council the terms and conditions of the collective bargaining agreement that require or may require an appropriation of funds or changes in any County law or regulation in FY11.
5. The Management and Fiscal Policy Committee considered the agreement at worksessions on April 19 and April 29, 2010, and recommends rejection of the items requiring Council approval or funding for the 3rd year of the agreement.
6. The County Council has considered these terms and conditions and is required by law to indicate on or before May 15 its intention regarding the appropriation of funds or any legislation or regulations required to implement the agreement.

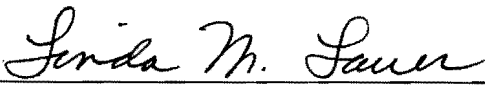
Action

The County Council for Montgomery County, Maryland, approves the following resolution:

The County Council intends to reject funding and disapprove the following amendments:

1. The continuation of the imputed General Wage Adjustment beyond the calculation of regular earnings for FY10. The Council intends to enact Expedited Bill 16-10 as introduced.
2. 3.5% service increments for bargaining unit members.
3. 3.5% general wage adjustment for bargaining unit members.
4. 3.5% pay plan adjustment for bargaining unit members.
5. Increase in special pay for bargaining unit members certified as cardiac rescue technicians and emergency medical technicians.
6. All tuition assistance for bargaining unit members.

This is a correct copy of Council action.



Linda M. Lauer, Clerk of the Council

Memorandum of Agreement between the Montgomery County Government and
the Montgomery County Career Fire Fighters Association, International
Association of Fire Fighters Local 1664

The Montgomery County Government (Employer) and the International Association of Firefighters Local 1664 (Union), agree that their collective bargaining agreement effective July 1, 2008, through June 30, 2011, is extended in full force and effect for the three-year term July 1, 2008, through June 30, 2011, subject to the amendments shown on the following pages.

Please use the key below when reading this document:

Underlining

[Single boldface brackets]

* * *

Added to existing agreement

Deleted from existing agreement

Existing Language unchanged by the parties

* * *

Article 2 – Organizational Security

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Section 2.3 G. Union Access to County Network

The Employer shall provide the means for the Union President, 1st Vice President, 2nd Vice President, and any other mutually agreed upon union representative to wireless Internet access at County worksites, if available. This access will be for the purpose of conducting official labor/management business at County worksites.

* * *

Section 2.5 C Electronic Correspondence

The County agrees to create a #FRS.Bargaining Unit email group for official union correspondence sent to bargaining unit employees. The County agrees to update this email group at least two (2) times a year. Access to send correspondence to this group will be limited to the principal officers of the Union. The Union will notify the County at least one (1) time a year, usually in July, of the current principal officers of the Union.

* * *

Article 4 – Visitation

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The employer shall ensure that representatives of the Local Union are issued access cards or other such devices for the purpose of gaining entry to electronically secured facilities where bargaining unit employees are assigned. The Local Union Executive Board, which includes the

Principal Officers and District Representatives, shall receive access to any worksite where bargaining unit employees are assigned.

The County agrees to provide access to the Executive Office Building (EOB), including the parking garage, for the Union President, 1st Vice President and 2nd Vice President for Labor/Management related business held at the Executive Office Building.

The Union will provide the County a list of all Principal Officers and District Representatives of the Local Union at least once a year. This list will usually be provided in July and at any other time there is a change in the Executive Board.

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Article 7 Sick Leave

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Section 7.14 Sick Leave Donor Program

The Sick Leave Donor Program allows bargaining unit employees who have achieved merit system status to give additional sick leave to eligible County [bargaining unit] employees who have exhausted all types of accrued leave.

* * *

A. Approval of Sick Leave Donations; Employee Eligibility to Receive Sick Leave Donations

1. The Fire Chief or his designee (other than the employee's supervisor), will approve a sick leave donation for an employee who reports to the supervisor, if the employee:

* * *

- e. has submitted the following to the department head or his or her designee ([on] or another has submitted the following on the employee's behalf);

* * *

B. Employee Eligibility to Donate Sick Leave

1. A full-time employee donor must keep a balance of at least 96 Hours (2,496 Hour Work Year), 84 hours (2,184 Hour Work Year), and 80 hours (2,080 Hour Work Year) of sick leave after donating sick leave.

Nothing shall preclude a Montgomery County Fire and Rescue Service bargaining unit employee from receiving sick leave donated by any eligible County [bargaining unit] employee. [, excluding a Police

bargaining unit employee, who is not employed by the Montgomery County Fire and Rescue Service.]

Additionally, nothing shall preclude a Montgomery County Fire and Rescue Service bargaining unit employee from donating sick leave to any eligible County [bargaining unit] employee. [, excluding a Police bargaining unit employee, who is not employed by the Montgomery County Fire and Rescue Service.]

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Article 10 – Disability Leave

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Section 10.6 Change in Work Status:

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- C. Light Duty: The Fire Chief shall consider on a case by case basis requests for 24 hour light duty shifts. Such requests shall not be unreasonably denied.

Section 10.7 Secondary Employment

- A. For any employee entitled to disability leave, the employer shall pay the covered employee compensation in accordance with section 10.2 governing disability leave.
- B. The employer shall pay compensation for the period that the covered employee is entitled to disability leave for a maximum period of eighteen (18) months, except as set forth in 10.2(b) and 10.3(b).
- C. The employee shall be eligible for compensation for such disability leave if the employee is temporarily disabled from the duties of the public safety employment that gave rise to the injury, regardless or whether the employee engages in secondary employment, provided that:
1. The secondary employment commenced prior to the injury;
 2. The duties of the secondary employment are not likely to cause delay or preclude full recovery and return to work as certified by the FROMS physician and such employment is approved by the Fire Chief. Such requests shall not be unreasonably denied.

* * *

Article 14 – Overtime

14.1 Policy

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- E. Personnel on Kelly will be offered the first opportunity to work overtime. All day work Kellys will be assigned a “shift equivalent” Kelly (i.e., A-1, B-1, C-1, A-2, B-2, C-2, etc.) and shall be considered the “off-going” shift for days their shift work equivalent is the off-going shift and the “on-coming” shift for days that their shift work equivalent is the on-coming shift, as based on their “shift equivalent” (i.e., A, B or C).

Scheduling shall hire the bargaining unit employee with the least accrued overtime worked, year-to-date, before bargaining unit employees with higher accrued year-to- date overtime. The following order shall apply:

- (1) Employees on Kelly Day will be provided the first opportunity for overtime;
 - 2) Employees on the off-going shift will be provided the second opportunity for overtime; and,
 - 3) Employees on the on-coming shift will be provided the third opportunity for overtime.]
1. Kelly Day personnel within the station, including personnel who sign up for either dayside or night side only. If more than one person is on Kelly Day within the station, then the one with the least amount of overtime hours is hired first.
 2. Kelly Day personnel within the battalion, including people who sign up for either dayside or night side only. If more than one person is on Kelly Day within the battalion, then the one with the least amount of overtime hours is hired first.
 3. Kelly Day personnel countywide, including people who sign up for either dayside or night side only. If more than one person is on Kelly Day within the County, then the one with the least amount of overtime hours is hired first.
 4. Off-going shift personnel within the battalion shall have the next opportunity for overtime during the entire 24 hour period that they are the off-going shift. Personnel with the least amount of overtime hours are hired first.
 5. Off-going shift personnel countywide shall have the next opportunity for overtime during the entire 24 hour period that they are the off-

going shift. Personnel with the least amount of overtime hours are hired first.

6. The on-coming shift personnel within the battalion will have the next opportunity for overtime during the entire 24 hour period that they are the on-coming shift. Personnel with the least amount of overtime hours are hired first.
7. On-coming shift personnel countywide shall have the next opportunity for overtime during the entire 24 hour period that they are the on-coming shift. Personnel with the least amount of overtime hours are hired first.
8. If no personnel remain on the overtime sign up list or unscheduled overtime occurs after 0700 hours and requires a position to be filled immediately, the schedulers shall use all practicable means to fill every overtime vacancy with the bargaining unit employee having the lowest number of overtime hours worked year-to-date.

In order to maintain proper unit staffing at Fire/Rescue stations that begin the workday at 0600 hours, the Scheduling Office will contact all Kelly Day personnel to fill the vacancy. When the list of people on their Kelly Day has been exhausted, personnel from the on-coming shift will be offered the opportunity to work. After both of these lists have been depleted, personnel from the off-going shift will then be given the opportunity to work.

* * *

- H. [For purposes of determining any existing overtime cap, special pay differentials shall be used in determining the employee's base salary per calendar year.] The County shall maintain a single electronic application, database or other like system to track all overtime hours worked by bargaining unit employees. This application, database, or other like system shall be the same system that is used by the County's schedulers to assign bargaining unit employees to worksites. The County shall ensure that all overtime hours worked, as reported on employees' timesheets, are entered in to this system within ten days of the end of the pay period. The County shall provide the Union with reports from this system or access to the system with the ability to create reports along with payroll reports showing all calendar year-to-date overtime worked by bargaining unit employees on a bi-weekly basis.

If the County elects to provide the Union access to the system, the County agrees to also provide the Union with instructions on how to access the data; and the County further agrees to provide the Union technical support.

Overtime pay for an individual employee is limited to an amount equal to one hundred (100) percent of the employee's total county salary. Total county salary, for purposes of this article, means an employee's wage scale salary, including any special duty differentials and ESD's, earned in a calendar year as calculated by the payroll section.

Any bargaining unit employee reaching the overtime cap may only work additional overtime with the express approval of the Fire Chief. Being held on an incident, held over for relief or mandatory callback are the only automatic exceptions to the one hundred (100) percent limitation. However, the Fire Chief may authorize overtime for employees that have reached the overtime cap in cases where the employee in question is the only person that is available to work the overtime assignment.

Employees will be notified by memorandum when they have earned overtime equal to fifty (50) and seventy five (75) percent of their total county salary. Employees will also be notified by memorandum that their ability to be assigned overtime is restricted when they have earned overtime equal to one hundred (100) percent of their total county salary.

During the term of this Agreement, if five (5) percent of the bargaining unit employees receive overtime compensation that exceeds seventy five (75) percent of their annual wage scale salary (inclusive of special duty differentials and ESD's) during any calendar year, then the overtime cap will be subject to re-negotiations. Failing prompt agreement, either party may declare impasse and the dispute shall be expeditiously submitted to a neutral selected in accordance with the Fire and Rescue Collective Bargaining Law for the last best total package offer binding arbitration.

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Article 17 – Special Duty Differentials

Section 17.1 Disposition of Assignment Pay Differentials

An employee who is transferred, promoted, demoted, or re-appointed to a position with an assignment pay differential will receive the designated differential. An employee who is transferred, promoted, demoted, or re-appointed from a position with an assignment pay differential to a position without the differential will forfeit the designated differential.

A. Hazardous Materials

| | |
|-----------------------------|---------|
| Level III Assignment | \$1,637 |
| Response Team Certification | \$407 |

Effective the first pay period beginning on or after July 1, 2009, increase the Hazardous Materials Level III Special Duty Pay Differential to \$1,837

Note: All bargaining unit personnel assigned to a Hazmat station or substation who are qualified as Hazmat Level III responders herein shall receive the assignment pay as specified herein.

B. Self Contained Breathing Apparatus Technician

Assignment \$1,637

Effective the first pay period beginning on or after July 1, 2009, increase the Self Contained Breathing Apparatus Technician Special Duty Pay Differential to \$1,837.

C. Fire Code Enforcement Division

Assignment \$1,637

Effective the first pay period beginning on or after July 1, 2009, increase the Fire Code Enforcement Division Special Duty Pay Differential to \$1,837.

D. Fire Investigations Unit

Assignment \$1,800

Effective the first pay period beginning on or after July 1, 2009, increase the Fire Investigations Unit Special Duty Pay Differential to \$1,837.

E. Fire Captain Serving as Station Commander \$2,887

Station Commander Pay shall be subject to satisfactory completion of established performance criteria/objectives as determined by the Employer.

F. Urban Search and Rescue Team (US&R)

Assignment: \$1,637

Response Team Cert.: \$407

Effective the first pay period beginning on or after July 1, 2009, increase the Urban Search and Rescue Team Assignment Special Duty Pay Differential to \$1,837.

G. Swift Water Rescue Team/Underwater Rescue Team

Assignment: \$1,637

Response Team Cert.: \$407

Effective the first pay period beginning on or after July 1, 2009, increase the Swift Water Rescue Team/Underwater Assignment Special Duty Pay Differential to \$1,837.

[Assignment and Certification Pay Differentials identified in section 17.1 subsections F and G will begin in the first full pay period following July 1, 2006.]

H. Scheduler

Primary Scheduler: \$1,637

Backup Scheduler: \$407

Assignment Pay Differentials identified in section 17.1 H will begin the first full pay period on or after July 1, 2008.

Effective the first pay period beginning on or after July 1, 2009, increase the Primary Scheduler Special Duty Pay Differential to \$1,837.

Section 17.2 Special Pay Differentials:

[A. EMT-B with I.V. Technician Certification \$2,000]

All current Paramedics will receive Assignment Pay in the amounts specified in the parties' CBA of July 1, 2002 through June 30, 2005

[B]A. Cardiac Rescue Technician

Assignment: \$4,315

Effective the first full pay period starting on or after July 1, 2010, increase the Cardiac Rescue Technician pay differential to \$4,515.

[C]B. Emergency Medical Technician - Paramedic

Assignment:

| | |
|---------------------|---------|
| 0-4 years EMT-P Svc | \$5,830 |
| 5-8 years EMT-P Svc | \$6,891 |
| 8+ years EMT-P Svc | \$7,951 |

Effective the first full pay period starting on or after July 1, 2010, increase the Emergency Medical Technician pay differential to:

Assignment:

| | |
|----------------------------|----------------|
| <u>0-4 years EMT-P Svc</u> | <u>\$6,080</u> |
| <u>5-8 years EMT-P Svc</u> | <u>\$7,391</u> |
| <u>8+ years EMT-P Svc</u> | <u>\$8,701</u> |

The differentials listed below in subsections [d & e] c & d will only apply to paramedics hired after July 1, 2005:

[D]C. Paramedic (CRT, EMT-I, or current EMT-P) \$3,000

[E]D. CRT, EMT-I, and EMT-P Hourly Differential while riding ALS unit:

| | |
|-------------------------|--------|
| 0-4 years certification | \$2.00 |
| 5-8 years certification | \$2.50 |
| 8 + years certification | \$3.25 |

Only personnel MCFRS certified as a CRT, EMT-I, or EMT-P, and assigned to ride an ALS "transport" unit, are eligible to receive the hourly differential referred to in Section 17.2 subsection E.

Hourly differentials identified in section 17.2 subsection E will be applied to all regular hours worked for bargaining unit personnel assigned as the EMS Training Coordinator(s).

Effective the first full pay period starting on or after July 1, 2010, increasing the CRT, EMT-I, and EMT-P Hourly Differential while riding ALS unit to:

| | |
|--------------------------------|---------------|
| <u>0-4 years certification</u> | <u>\$4.00</u> |
| <u>5-8 years certification</u> | <u>\$4.50</u> |
| <u>8 + years certification</u> | <u>\$5.25</u> |

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Article 19 – Wages

Section 19.1 Wage Increase

- A. Effective the first full pay period on or after [in] July 1, 2008, the base salary for all bargaining unit members shall be increased by [3] 2 percent.
- B. Effective the first full pay period on or after [in] January 1, 2009, the base salary for all bargaining unit members shall be increased by [1] 2 percent.
- C. Effective the first full pay period on or after [in] July 1, 2009, the base salary for all bargaining unit members shall be increased by 4 percent.
- [D]. Effective the first full pay period in January 2007, the base salary for all bargaining unit members shall be increased by 1 percent.]
- D. Effective first full pay period on or after July 1, 2009, add new longevity step at year 28 (LS2 – 3.5%)
- E. Effective the first full pay period on or after [in] July 1, 2010, the base salary for all bargaining unit members shall be increased by [5] 3.5 percent.

Section 19.2 Salary Schedule

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- D. Effective at the beginning of the first full pay period beginning on or after July 1, [2003] 2010, a Step P will be added at a rate 3.5% greater than the current Step O. All employees will then receive one service increment increase. The existing Step A will then be removed from the schedule, and the remaining 15 steps will be re-lettered A through O.
- E. [Effective at the beginning of the first full pay period beginning on or after July 1, 2004, a Step P will be added at a rate 3.5% greater than the current Step O. All employees will then receive one service increment increase. The existing Step A will then be removed from the schedule, and the remaining 15 steps will be re-lettered A through O.]

Effective first full pay period on or after July 1, 2008, five Bargaining Unit employees will advance one step the following individuals.

- F. Effective first full pay period on or after July 1, 2008, make a one-time lump sum payment of \$3000 to nine Bargaining Unit Members.

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Article 20 – Insurance Benefits Coverage and Premiums

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20.3 Employee Benefits Committee:

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- D. The parties agree to establish a joint committee consisting of an equal number of union representatives and employer representatives for the purposes of studying insurance cost saving measures regarding post-employment group insurance, including eligibility, premium share for employees hired on or after July 1, 2008, and coverage. The committee shall report to the parties before September 1, 2009.

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Section 20.9 Prescription Drug Plan:

The Employer will continue to provide a prescription drug benefit for single and family coverage. The plan shall provide for two cards for family coverage. [For all employees the payment of premiums for this plan shall be based upon an Employer payment of 80% and an employee contribution of 20%.]

Effective January 1, 2009, the County shall provide prescription plans (High Option Plan - \$4/\$8 co-pays and Standard Option Plan - \$10/\$20/\$35 co-pays with a \$50 deductible) for all active employees. Employees who select the Standard Option Plan shall pay 20% of the cost of the Standard Option Plan. The Employer shall pay the remaining 80% of the cost of the Standard Option Plan. For employees who select the High Option Plan, the employer shall pay 80% of the total premium cost of the Standard Option Plan Option and the employee shall pay the remainder of the High Option Plan premium.

Both plans shall restrict generics. In the event the employee elects to receive a brand medication when a generic medication is available, the member shall pay the cost difference between the brand and generic medication; however, in the event a physician requires a brand medication, the employee shall not be responsible for the difference in cost.

Both prescription plans shall require that if an employee fills a prescription at retail more than twice, rather than utilizing mail-order, the member shall pay the cost difference.

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Article 22 – Prevailing Rights

S. County to ensure bottle water is provided at each station.

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Section 22.2 Notice and Opportunity to Submit Comments

A. Prior to the implementation of any new or revised Directive, Safety Bulletin, Policy, Procedure, Instruction⁹ relating to or affecting bargaining unit employees, the Employer shall provide the Union President, 1st Vice President, and 2nd Vice President with written, electronic notice and an opportunity to submit comments. If the Employer provides the Union with written, electronic notice and opportunity outside normal business hours (Monday through Friday, 7:00 am to 3:00pm), the electronically transmitted notices will be deemed received on the following business day. The employer will provide the Union written notice of its designee authorized to transmit documents for notice and opportunity.

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Article 23 – Hours of Work

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Section 23.7 Hours of Work for Part-Time Employees

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B. Part-time employees shall be extended benefits and working conditions under the following terms:

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3. Tax Deferred Compensation. The maximum deferred salary amount shall be in accordance with section 457 of the Internal Revenue Code.

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Section 23.8

The County agrees to form a joint committee with equal numbers of Union and County representatives to study and make strategic recommendations to the County Executive before January 1, 2010 regarding work hours for bargaining unit employees. The Union representatives on the Committee shall be considered to be on a detail if working during these meetings. Hour for hour compensatory time or pay at the employee's regular hourly rate shall be credited to Union representatives who attend meetings on their day off.

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Article 26 – Personnel Files/Records

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Section 26.11 Internal Affairs Files

1. The Internal Affairs Division shall be the repository for the files.
2. Access to these files shall be limited to:
 - a) The employee, but only to the extent allowed by item 3 below
 - b) Fire Chief or designee
 - c) County Attorney or designee (need to know basis; i.e., when the employee is involved in litigation)
3. The Department will provide the employee and the Union any written statements (e.g., citizen complaints, employee observations, etc.) in the possession of the department and used in connection with an adverse action taken against a bargaining unit employee. These statements will be sanitized (i.e., address, phone number deleted) to protect privacy rights in accordance with the law.
4. In cases involving complaints where the charges were deemed unsustained or unfounded, the files shall be expunged at the later of three (3) years after the date the findings were made or any applicable statute of limitations or at the conclusion of any pending litigation.
 - a. Files involving complaints where a charge was sustained shall be eligible for expungement at the latter of five (5) years or any applicable statute of

limitations or at the conclusion of any pending litigation.

- b. The expungement method shall be the shredding of the physical file. In cases where more than one bargaining unit member is involved and one or more bargaining unit members is not entitled to expungement, the name of the bargaining unit member who is eligible for expungement will be redacted from those documents that refer to multiple bargaining unit members. Those documents that refer only to the bargaining unit member who is eligible for expungement shall be destroyed.
- c. The expungement of information from the electronic database shall consist of the electronic obliteration of the bargaining unit member's name and identification number.

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Article 29 – Promotions

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Section 29.7 Non-Penalty for Supervisory PCAP Entries

Employees shall not be penalized with regards to promotional examination or promotional eligibility for incorrect or incomplete entries into the PCAP system that are the responsibility of the employee's supervisor, or are otherwise not the responsibility of the employee.

Article 30 – Discipline

Section 30.1 Policy

- A. The Employer shall not suspend, discharge or otherwise discipline any employee of the bargaining unit except for cause.
- B. Once the Employer has determined there is cause to discipline an employee, the Employer agrees to give due consideration to the relevance of any mitigating and/or aggravating factors, in deciding the nature and level of disciplinary action appropriate, including, but not limited to:
 - 1. the nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical and inadvertent, or was committed maliciously or for gain, or was frequently repeated;
 - 2. the employee's job level and type of employment, including his or her supervisory or fiduciary role, the frequency and level of his or her contact with the public, and the prominence of his or her position;
 - 3. the employee's past disciplinary record;

4. the employee's past work record, including his or her length of service to the Department, his or her job performance, his or her demonstrated ability to get along with fellow Department employees, and his or her dependability;
5. the effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon the Employer's confidence in the employee's ability to perform assigned duties;
6. the consistency of the penalty with those imposed upon other employees with similar personnel history for the same or similar offense(s);
7. the notoriety of the offense or its impact upon the reputation of the Employer;
8. the clarity with which the employee was actually on notice of any rules, regulations, directives, policies, orders, instructions or the like that were violated in committing the offense, or had been warned about the conduct in question;
9. the potential for rehabilitation;
10. mitigating circumstances surrounding the offense, such as unusual job tensions, personality conflicts, mental impairment, harassment, bad faith, or malice or provocation on the part of others involved in the matter; and,
11. the potential adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

Section 30.2 General Procedures

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- C. Upon in-hand receipt of the Statement of Charges, the employee shall have [ten (10) (County business)] fourteen (14) calendar days to submit a written response. Any response must be received in the Office of the Fire Chief no later than the close of business [((ten) 10 County business)] fourteen (14) calendar days after receipt of the [SOC] Statement of Charges. The Union has the right to request an extension of time on behalf of the employee to respond to the Statement of Charges. Such requests shall not be unreasonably denied. If the employee responds to the Statement of Charges, the Employer must carefully consider the response and decide:

* * *

- E. If the Employer decides to implement the disciplinary action, the Employer shall issue a Notice of Disciplinary Action within a reasonable time, after the employee has submitted his/her response to the Statement of Charges or within a reasonable time upon the completion of the Pre-disciplinary Settlement Conference. A notice of disciplinary action must contain the following information:

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Section 30.3 Disciplinary Examinations

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C. Prior to an examination, the Employer agrees to inform the Union representative of the subject of the examination. The representative must also be allowed to speak privately with the employee before the examination. The Union representative must be allowed to speak during the interview. However, the Union representative does not have the right to bargain over the purpose of the interview. The Union representative can, however, request that the employer representative clarify a question so that the employee can understand what is being asked. When the questioning ends, the Union representative can provide additional information to the employer representative. Before providing such information, the Union representative and the employee may briefly meet privately for purposes of discussion.

D. [C.] The Employer is free to terminate any examination of an employee in connection with an investigation at any time for any reason.

E. [D.] The Union shall have no right to represent an employee who is examined as a witness or third party in any investigation or to represent an employee who is being counseled by a representative of the Employer concerning conduct, performance, or any other similar work-related matter. However, if the employee learns during the course of the witness/third-party investigation that he or she may be subject to discipline, he or she may request Union representation pursuant to Section 30.3.B., above.

F. [E.] The employee must answer all work-related questions truthfully, promptly and completely.

Section 30.4 Disciplinary Examinations of Fire Investigators

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Section 30.5 Time, Place and Manner of Interviews/Examinations Conducted at the Internal Affairs Section

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C. The employee shall be notified by the investigating official of the alleged charges or conduct for which the employee is being investigated upon notification of interview/examination being scheduled.

Section 30.6 Access to Records

- A. Upon issuance of a Statement of Charges, the Employer shall provide the employee or his or her counsel or chosen representative with:
1. Witness and/or complainant statements used in connection with any charge. These statements will be sanitized ([name] address and phone number deleted.)

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Section 30.7 Days Defined

The term "days" as used in this Article shall mean calendar days. If the last day coincides with a weekend, holiday, or any other day the County Government is closed for normal business, the deadline will be moved forward to the close of the next calendar day that the County Government is open for normal business.

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Article 35 – Health and Safety

Section 35.1 Joint Health and Safety Committee

- A. The Employer shall take all reasonable steps to preserve and maintain the health and safety of its employees. To that end, the Employer agrees to maintain a joint health and safety committee, to be composed of three (3) members from the bargaining unit appointed by the President of the Union and three (3) members appointed by the Fire Chief or designee. The committee shall:

* * *

4. Study, review, and evaluate complaints involving indoor air quality at any worksite to which bargaining unit employees are assigned. The committee may consult with any relevant subject matter experts, including but not limited to representatives from the Department of Finance, Risk Management Division, and the Department of Public Works and Transportation, Facilities Division. In the event the committee makes a joint recommendation that indoor air quality testing is advisable, such testing shall be conducted in a timely manner. The Union will be provided results from any indoor air quality analysis within two weeks of the completion of the analysis.

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Article 38 – Contract Grievance Procedure

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Section 38.2 Initiation of a Grievance

- A. The Union may in its discretion, in cases of suspension, demotion or dismissal only, skip step[s] 1 [and 2] of the Grievance Procedure and take a grievance directly to step [3] 2 - the [Chief of Administrative Officer] Office of Human Resources Director. If the Union exercises its discretion pursuant to this subsection, it will so notify in writing the Office of Human Resources upon filing the grievance.
- B. At the option of the Union, a grievance may be presented informally by a local representative of the Union or designee of the Union to the [appropriate Shift Chief] MCFRS Labor Relations Officer or designee for resolution. If the grievance is not resolved at that stage, it may be processed as provided below.

Section 38.3 First Step of the Grievance Procedure

A grievance shall be presented in writing by the Union to the [Division] Fire Chief within twenty (20) calendar days of the date the employee knew or should have known of the event giving rise to the grievance. Provided that if the grievance is presented to the [Career Duty Operations Chief] MCFRS Labor Relations Officer or designee as provided above, an additional [ten (10)] fourteen (14) calendar days shall be added to the time provided. The [Division] Fire Chief, or his designee, and representatives of the bargaining unit, shall meet and discuss the grievance within [fourteen (14)] twenty one (21) calendar days after it is presented to the [Division] Fire Chief. The [Division] Fire Chief shall respond in writing, to the grievance within [ten (10)] fourteen (14) calendar days after the meeting.

[Section 38.4 Second Step of the Grievance Procedure

The Union may appeal the decision of the Division Chief by presenting a written appeal to the Fire Chief or designee for Montgomery County (hereinafter Fire Chief) within fourteen (14) calendar days of the Union's receipt of the Division Chief's decision. The Fire Chief, or his/her designee, and representatives of the bargaining unit, shall meet to discuss the grievance within fourteen (14) calendar days after presentation of the appeal to the Fire Chief or designee. The Fire Chief or designee shall respond, in writing, to the grievance within ten (10) calendar days of the meeting.]

Section 38.[5]4 [Third] Second Step of the Grievance Procedure

The Union may appeal the decision of the Fire Chief or designee by presenting a written appeal to the [CAO] Office of Human Resources Director within fourteen (14) calendar days of the Union's receipt of the Fire Chief's or designee's decision. The [CAO, or his/her designee,] Office of Human Resources Director and representatives of the bargaining unit, shall meet to discuss the grievance within [fourteen (14)] twenty one (21) calendar days after presentation of the appeal to the [CAO] Office of Human Resources Director. The [CAO] Office of Human Resources Director shall respond, in writing, to the grievance within [fifteen (15)] forty five (45) calendar days of the meeting.

Section 38.[6] 5 Binding Arbitration

- A. Upon receipt of the response from the [CAO] Office of Human Resources Director, either party may refer the grievance to arbitration by providing written notice to the other party

within sixty (60) days after receipt of the response of the [CAO] Office of Human Resources Director by the Union. The arbitrator shall be chosen from a panel composed of persons agreed upon by the parties. At least sixty (60) days prior to the expiration of this Agreement, one or both parties may provide written notice to the other that it no longer consents to retaining a particular member(s) of the arbitration panel. The parties shall fill the panel vacancy by mutual consent.

* * *

Section 38.[7] 6 Arbitration Procedures

The following procedures shall apply to all arbitrations:

- A. The parties will each pay one-half (1/2) of the arbitrator's fees and expenses, except as specified in paragraph (38.[7] 6.I and J, and 38.7 [8.D]) of this section.
- B. Arbitration hearings will be held on the Employer's premises or at any site to which the parties' mutually agree.

The parties may appoint representatives to attend the arbitration hearing. However, in cases where representatives may be called to give testimony in the hearing, either party may object to the presence of that individual, and the matter will be decided by the arbitrator.

* * *

- G. The County shall submit the following information to the Arbitrator and the Union at least [ten (10) working] fourteen (14) calendar days before the hearing:

* * *

Except for item #1 above, the Union shall submit the same information to the Arbitrator and the County, at least [ten (10) working] fourteen (14) calendar days before the hearing.

* * *

Section 38.[8]7 Powers of Arbitrator

* * *

Section 38.[9]8 Days Defined

* * *

Section 38.[10]9 Processing Grievances During Working Hours

* * *

Section 38.[11]10 No Reprisals

* * *

Section 38.[12]11 Time Limits

* * *

Section 38.[13]12 Waiver/Appeal

* * *

Section 38.[14]13 Discipline Grievances

* * *

Section 38.[15]14 Exclusivity of Forum

* * *

Section 38.[16]15 Granting of Relief

* * *

Section 38.[17]16 Duty to Notify

* * *

Section 38.[18]17 Alternative Dispute Resolution Processes

* * *

A. Pre-discipline Settlement Conferences

* * *

8. At either parties' request, a Non-[DFRS] MCFRS management representative (selected from an existing MCGEO Pre-Discipline Settlement Conference Committee) will replace the [DFRS] MCFRS management representative. At either parties' request, a non IAFF Local 1664 Union representative will replace the IAFF Local 1664 Union representative on the Committee. (This selection option will be considered a two year pilot program, beginning with this agreement and expiring on June 30, 2007, unless the parties mutually agree to extend). (The selection of the non IAFF Local 1664 Union representative shall be made within the sole discretion of the Union President).

* * *

B. Grievance Mediation

1. Upon receipt of the Step [3] 2 [CAO] Office of Human Resources Director's disposition, the Union and Employer may voluntarily agree to

grievance mediation. Grievance mediation request must occur prior to deadline for invoking arbitration. If the parties agree to attempt mediation, the arbitration proceeding will be stayed pending exhaustion, as determined by one of the parties, of the mediation process.

* * *

Article 41 – Printing of Contract

The County agrees to print [1,000] 1,500 copies of the contract in booklet form to be provided to the Union within ninety days of the effective date of this Agreement. The cover page of the Agreement shall be designed by mutual agreement between the parties. The cost of printing shall be shared equally by the parties. The County agrees to provide the Union four (4) first run copies of the printed Agreement prior to publication to proof read. The County agrees to correct all spelling and grammatical errors found during proof reading prior to publication and disbursement.

* * *

Article 48 – Job Sharing Program

* * *

Section 48.5 Benefits

D. Tax Deferred Compensation. The maximum deferred salary amount [a Job Sharing employee can defer is 25% of the reduced salary] shall be in accordance with section 457 of the Internal Revenue Code.

* * *

Article 50 – Duration of Contract

The duration of this Agreement shall be from July 1, 2008 through June 30, 2011.

* * *

Article 51 – Pensions

E. Amend County Code to provide that any employee who is or becomes entitled to benefits pursuant to § 9-503 of the labor and employment article of the annotated code of Maryland, or who incurs esophageal, lymphatic, testicular, brain, lung, bladder, kidney cancer or multiple myeloma or melanoma or any blood borne pathogen shall automatically be entitled to disability leave for a service connected injury until and unless such claim is eventually denied by the Maryland Workers' Compensation Commission.

Amend Montgomery County Code to provide that any employee who is or becomes entitled to benefits pursuant to § 9-503 of the labor and employment article of the annotated code of Maryland, or who incurs esophageal, lymphatic, testicular, brain, lung, bladder, kidney cancer or

multiple myeloma or melanoma or any blood borne pathogen shall automatically be entitled to service connected disability retirement benefits under the Montgomery County Employees' Retirement System.

* * *

Article 54 – Tuition Assistance

* * *

Section 54.11

The County will increase the maximum annual allowance payable to a bargaining unit employee under the Employee Assistance Program to \$1,630 for FY 2009, \$1,730 for FY 2010, and \$1,830 for FY 2011. [\$1,330 for FY 2006, \$1,430 for FY 2007, and \$1,530 for FY 2008.]

* * *

Article 57 – Emergency Communications Center

* * *

Section 57.2 Differentials

An employee who is transferred, promoted, demoted or re-appointed will be compensated for special pay differential entitled to the incumbent of a position designated for a differential. An employee who is transferred, promoted, demoted, or re-appointed from a position entitled to a special pay differential to a position not so entitled will forfeit such additional compensation. All ECC Special Duty Differentials are based on a 12-month assignment. Assignment of less than 12 months will receive a prorated Special Duty Differential based on the length of the assignment.

A. Special Duty Differential

| | |
|-------------------|----------------------|
| Assignment – F/T | \$[3650] 5050 |
| [Assignment – P/T | \$1366] |
| Certification | \$[730] 1000 |

Effective the first full pay period following July 1, 2009, increase the ECC Certification Pay from \$1000 to \$2000 annually.

[B. Shift Differential

Each bargaining unit employee assigned to the Emergency Communications Center shall receive \$1.45 for each hour worked between 7:00 p.m. and 6:59 a.m.]

[C]B. Field Training Differential

* * *

[D]C. Employees shall be eligible for the differentials enumerated above based upon criteria in effect at the time of initiation of this Agreement.

* * *

Section 57.7 Maintenance of ECC Certification

Bargaining unit employees certified to work in ECC and assigned to a station within the Division of Operations (those ECC-certified unit members who are not assigned as full-time or part-time ECC personnel) must work twenty-four (24) hours at ECC each month in order to maintain ECC certification. This may be one twenty-four (24) hour shift or two (2) twelve (12) hour shifts, as determined by the Employer.

Section 57.8 Leave Slots

For bargaining unit employees assigned to ECC, there will be two (2) twenty-four hour leave slots available per shift. In the event that additional staffing for ECC is provided by the Employer, the number of leave slots per shift will be renegotiated.

Section 57.9 Paramedics Assigned to ECC

Paramedics assigned to the ECC will be detailed once a month to a medic unit in order to maintain their skills and certifications.

* * *

Article 58 – IAFF Deferred Compensation Plan

* * *

Section 58.2 Process

- J. Upon notice by the IAFF that the IAFF deferred compensation plan is prepared to accept auto enrollments, the employer agrees to withhold from unit members' biweekly pay such contributions as specifically directed by the IAFF or its administrator. The IAFF or its administrator is responsible for notifying employer of any contribution change.
- K. Employees may opt out of any auto enrollment program at anytime in accordance with terms established by the IAFF and such opt out requests shall be transmitted to the employer by the Plan or its administrator for processing consistent with existing protocol for contribution changes. The IAFF will administer the auto enrollment arrangement in accordance with all applicable state and federal laws, including but not limited to:
 - a. Preparing and distributing all required notices on a timely basis,
 - b. Processing withdrawals of contributions made within the first 90 days of participation, and

c. Establishing default investments.

L. In accordance with applicable IRS regulations and guidance, an employee may elect to defer into the employee's deferred compensation account all or a portion of accumulated leave that has been approved by the CAO to be paid to the employee. Such an election is subject to the maximum allowable compensation deferral under applicable tax law. The employee must make the election for a specific dollar amount with the Plan Administrator of the Montgomery County Union Employees Deferred Compensation Plan. The employee will use the current election process for electing to defer compensation in the Montgomery County Union Employees Deferred Compensation Plan, and will be subject to County payroll processing deadlines. In the event the CAO approves a payout of such leave, the County shall publish an annual deferral schedule.

M. In accordance with applicable IRS regulations and guidance, an employee separating from County service may elect, before separating from County service, to defer into the employee's deferred compensation account all or a portion of accumulated leave that would otherwise be paid to the employee upon separation of service. Such an election is subject to the maximum annual allowable compensation deferral under applicable tax law. The employee must make the election for a specific dollar amount with the Plan Administrator of the Montgomery County Union Employees Deferred Compensation Plan. The Plan Administrator of the Montgomery County Union Employees Deferred Compensation Plan will administer this provision in accordance with applicable law, including but not limited to the amending the plan document to provide for such deferrals. The employee will use the current election process for electing to defer compensation in the Montgomery County Union Employees Deferred Compensation Plan, and will be subject to County payroll processing deadlines. The County shall publish an annual deferral schedule.

The parties agree to add the following articles to the contract:

Article 60 – Joint Labor/Management EMS Committee

A. There shall be an EMS Committee consisting of up to three (3) Union representatives appointed by the Union President and up to three (3) Employer representatives appointed by the Fire Chief. This Committee shall meet at least quarterly to discuss all matters relating to Emergency Medical Services.

Each side will select a lead representative. Upon mutual agreement of the lead representatives, the EMS committee may meet more than quarterly.

B. The Committee shall appoint, on a rotating basis, a Chairperson, who shall serve in that capacity for one year. The Chairperson shall be selected, alternately, by the President of the Union and the Fire Chief.

- C. Either party may refer any matter to the Committee. It is in the interest of the parties that the Committee reach consensus and provide recommendations on matters under its consideration. In the event that consensus cannot be reached, the Employer and Union representatives may provide their respective positions to the Fire Chief and the Union President for their review. In any event, each member of the Committee will be provided ten (10) business days to review and sign-off on Committee recommendations. If the Committee member does not review and sign-off on a Committee recommendation within ten (10) business days, the recommendation will be submitted to the Fire Chief and the Union President with the endorsement of the Committee.
- D. This committee shall have the authority to make recommendations to the Union President and the Fire Chief or designee. The Committee shall have no power to add or to amend any existing collective bargaining agreement between the parties or to discuss or adjust any pending grievance(s). The Employer and the Union shall exchange agenda items one week in advance of each meeting.
- E. The Union representatives on the Committee shall be considered to be on a detail if working during these meetings. Hour-for-hour compensatory time or pay at the employee's regular hourly rate shall be credited to Union representatives who attend meetings on their day off.

Article 61 – Medical Review Committee

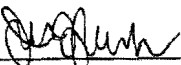
- A. The Medical Review Committee provided for in COMAR Title 30 shall include one bargaining unit member who is an ALS provider and one bargaining unit member who is a BLS provider. Bargaining unit members assigned to the Medical Review Committee shall be assigned by the Union President.
- B. The Union representatives on the Committee shall be considered to be on a detail if working during these meetings. Hour-for-hour compensatory time or pay at the employee's regular hourly rate shall be credited to Union representatives who attend meetings on their day off.

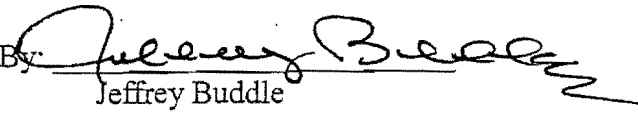
DROP PLAN FEATURES

| | |
|--|---|
| Eligibility | Any time after an employee has met the age and service requirements for a normal retirement (pending council approval of a legislative amendment to be made per Article 51C of the agreement). |
| Drop Account (Three Components) | Employee's monthly pension benefit; Employee's pension contribution (pre-tax); Interest @ 8.25% compounded quarterly. |
| Monthly Pension | Accrued benefit frozen upon entering DROP. |
| Term Election | 3 years with yearly opt out permitted (on anniv. of entrance to DROP) |
| Retirement | <p>Upon completion of 3 years DROP participation, or earlier opt out (see above); Employee cannot continue in DFRS employment;</p> <p>Employee receives DROP Account distribution (see below) and begins to receive monthly pension benefit (accrued benefit at time of entering DROP + COLA increases).</p> |
| Form of Distribution of DROP Account | Lump sum cash payment; or Lump sum rollover to IRA; or Annuitize. |
| Service-Connected Disability During DROP Period | <p>The participant will be entitled to either (at participant's option):</p> <ol style="list-style-type: none"> 1. The actuarial value of his service retirement benefit and his DROP account, or 2. The service-connected disability benefit that would have applied if he had not elected DROP. |
| <u>Non-Service Connected Disability During DROP Period</u> | <p><u>If the Chief Administrative Officer determines that a DROP participant is eligible for a non-service connected disability retirement, the participant must receive:</u></p> <ol style="list-style-type: none"> 1. <u>The non-service connected disability retirement benefit provided under Section 33-43(h), with the benefit calculated as of the member's DROP entry date; and</u> 2. <u>The DROP account balance.</u> |

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officers and representatives this ____ day of March 2008.

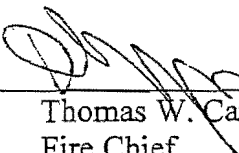
MONTGOMERY COUNTY CAREER
FIRE FIGHTER ASSOCIATION

By: 
John Sparks
President

By: 
Jeffrey Buddle
Vice President

MONTGOMERY COUNTY,
MARYLAND

By: _____
Isiah Leggett
County Executive

By: 
Thomas W. Carr, Jr.
Fire Chief

APPROVED AS TO FORM AND LEGALITY.
Montgomery County Attorney's Office

By: 